

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re:

Case No.: 6:17-bk-07077-KSJ

INGERSOLL FINANCIAL, LLC

Chapter 11

Debtor.
_____ /

**MOTION TO APPROVE SETTLEMENT
BY AND BETWEEN THE DEBTOR AND RS LENDING, INC.**

NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider the relief requested in this paper without further notice or hearing unless a party in interest files a response within twenty-one (21) days from the date set forth on the attached proof of service, plus an additional three (3) days for service if any party was served by U.S. Mail.

If you object to the relief requested in this paper, you must (i) file a response with the Clerk of the Court at the United States Bankruptcy Court, George C. Young Courthouse, 400 W. Washington Street, Suite 5100, Orlando, FL 32801, and (ii) serve a copy on the movant's attorney, Frank M. Wolff, Esq., Frank Martin Wolff, P.A., 19 E. Central Blvd., Orlando, Florida 32801. If you file and serve a response within the time permitted, the Court will either schedule and notify you of a hearing or consider the response and grant or deny the relief requested without a hearing.

If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

INGERSOLL FINANCIAL, LLC (the "Debtor"), files this motion (the "Motion") requesting entry of an order approving the Compromise and Settlement Agreement (the "Settlement Agreement") attached hereto as Exhibit "A," by and among the Debtor, RS Lending, Inc. ("RS Lending"), the Debtor's principal Keith Ingersoll ("Keith"), and the Ingersoll Financial Midwest Land Trust (the "Land Trust"), and in support of the Motion states as follows:

Background

1. On November 7, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. No trustee has been appointed and no creditors’ committees have been formed. The Debtor continues to operate its business as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. The Debtor asserts that on or about August 11, 2016, a Purchase Agreement was entered into with BJ Home Services, Inc. (“BJ”) for the Debtor to acquire from BJ 250 houses for \$7,500,000, that the funds from Loan 1 and Loan 2 (as defined below) were used by the Debtor to fund the acquisition of the 250 houses, and that the Purchase Agreement mistakenly named the Land Trust, rather than the Debtor, as the purchaser.

3. On or about August 25, 2016, the Debtor borrowed \$2,625,000 from RS Lending (“Loan 1”) to purchase from BJ approximately 123 parcels of real property set forth on Exhibit A to the Settlement Agreement (“Loan 1 Properties”). Loan 1 is evidenced by a Commercial Interest-Only Promissory Note dated August 25, 2016, and other loan documents, as modified from time to time (collectively, the “Loan 1 Documents”).

4. Loan 1 is secured by mortgages or deeds of trust on the Loan 1 Properties that were executed by the Debtor in favor of RS Lending.

5. On or about September 20, 2016, the Debtor borrowed \$2,479,750 from RS Lending (“Loan 2”) to purchase from BJ approximately 127 parcels of real property set forth on Exhibit B to the Settlement Agreement (“Loan 2 Properties” and, collectively with the Loan 1 Properties, the “Properties”). Loan 2 is evidenced by a Commercial Interest-Only Promissory Note dated September 20, 2016, and other loan documents, as modified from time to time

(collectively, the “Loan 2 Documents” and, collectively with the Loan 1 Documents, the “Loan Documents”).

6. Loan 2 is secured by mortgages, security deeds, or deeds of trust on the Loan 2 Properties that were executed by the Debtor in favor of RS Lending.

7. The Debtor’s obligations to RS Lending under both Loan 1 and Loan 2 are personally guaranteed by Keith (“Guarantee”).

8. On February 23, 2018, RS Lending timely filed a proof of claim in the Bankruptcy Case asserting a secured claim with respect to Loan 1 as of the Petition Date in the amount of \$2,875,863.96 (“RS Claim No. 16”).

9. Also, on February 23, 2018, RS timely filed a proof of claim in the Bankruptcy Case asserting a secured claim with respect to Loan 2 as of the Petition Date in the amount of \$2,696,489.15 (“RS Claim No. 17” and, collectively with RS Claim No. 16, the “RS Claims”).

10. Due to errors in the closing of the purchase of Properties from BJ, instead of being transferred into the name of the Debtor, some of the Properties were transferred into the name of the Land Trust; and some of the Properties were not owned by BJ and, as a result, were not transferred at all. The Debtor, the Land Trust, Keith and RS Lending all agree that to the extent Properties owned by BJ were transferred into the name of the Land Trust rather than the Debtor, there was a mutual mistake, the deeds should be reformed to reflect that the Debtor is the transferee, and that RS Lending is entitled to an equitable mortgage on each such Property in the same scope, extent and priority as if the mortgages to secure Loan 1 and Loan 2 were properly executed by and recorded against the owner of the Property. *See Deutsche Bank Nat’l Trust Co. v. Dolci*, 2012 Ill. App. Unpubl. LEXIS 1555 (2012). The Debtor, the Land Trust, and Keith all agree that even without such a reformation, it was intended that the Debtor hold the only

beneficial interest in the Land Trust, so therefore any property titled in the Land Trust is property of the Debtor's bankruptcy estate. *See In re Ameriswiss Associates*, 148 B.R. 349, 351 (Bankr. S.D. Fla. 1992) (holding "the beneficiary of a [Florida] land trust is the 'equitable owner of real property' within the meaning of the [Bankruptcy Code]" such that if the beneficiary is a debtor, the rest of the trust is property of the debtor's bankruptcy estate); *In re Chardon, LLC*, 519 B.R. 211, 217-19 (Bankr. N.D. Ill. 2014) (same outcome with respect to Illinois land trust); *In re Stowell*, 232 B.R. 823, 825-26 (Bankr. N.D.N.Y. 1998) (same outcome with respect to New York land trust); *In re Langley*, 30 B.R. 595, 598-600 (Bankr. N.D. Ind. 1983) (same outcome with respect to Indiana land trust).

11. After extensive negotiations and discussions, the parties have reached a conditional agreement to cooperate to address title issues with the Properties, to cooperate in the liquidation of the Properties through the Bankruptcy Case (the "Sale") pursuant to a motion to sell and a proposed plan of liquidation, to acknowledge the validity of the mortgages securing the RS Claims and to pay to RS Lending the net proceeds of the Sale of the Properties (the "Settlement").

12. The material terms of the Settlement Agreement have been memorialized in the Settlement Agreement (**Exhibit A**).

13. The Settlement Agreement addresses, and conditionally resolves, all issues concerning the claim of RS Claims under the Settlement Agreement, among other things, the Debtor agrees that:

- a. The approximately 240 properties (the "Properties") purchased utilizing the funding of RS Lending are property of the estate;

- b. The RS Claims are allowed as secured claims encumbering the Properties;
- c. The Properties will be sold on the terms in the Settlement Agreement pursuant to a motion to sell and a plan of liquidation to be filed by the Debtor that will be provided to all interested parties (including lienholders with respect to all of the Properties), and the proceeds of the Sale shall be distributed as set forth in the Settlement Agreement.

14. The Debtor believes the Settlement is in the best interest of creditors, and accordingly, files this Motion seeking the Court's approval of the Settlement.

15. There are very few creditors of the estate. The claims bar date has passed, and the only parties holding claims are creditors holding liens on real estate not included in the Property.

Relief Requested

16. The Debtor respectfully requests that the Court enter an order granting this Motion, approving the Settlement, authorizing the Debtor to enter into and perform under the Settlement Agreement and granting all other relief that is appropriate under the circumstances.

17. The Debtor is not currently requesting approval of the Sale or any ruling relating to the proposed Plan. Those matters will be addressed in future pleadings and requests for relief.

Basis for Requested Relief

18. Rule 9019(a) of the Federal Rules of Bankruptcy Procedure provides that, after notice and a hearing, a court may approve a proposed settlement of a claim. The decision of a trustee in bankruptcy to enter a settlement is made within his or her business judgment. *See In re Simmonds*, 2010 U.S. Dist. LEXIS 87739 (S.D. Fla. 2010). "Compromises are generally

approved if they meet the business judgment of the trustee.” *Id.* (citation omitted). The decision of whether or not to approve a compromise is within the sound discretion of the court. *See Id.*; and *see In re Chira*, 367 B.R. 888, 896 (S.D. Fla. 2007) citing *In re Air Safety Intern., L.C.*, 336 B.R. 843, 852 (S.D. Fla. 2005); *In re Arrow Air, Inc.*, 85 B.R. 886 (Bankr. S.D. Fla. 1988).

19. In passing on proposed settlements, the Court must determine whether a proposed settlement is fair and equitable. *In re Chira*, 367 B.R. at 896 (S.D. Fla. 2007). The Court must evaluate whether the compromise falls below the “lowest point in the range of reasonableness.” *In re S&I Investments*, 421 B.R. 569, 583 (Bankr. S.D. Fla. 2009) citing *In re Bicoastal Corp.*, 164 B.R. 1009, 1016 (Bankr. M.D. Fla. 1993); *In re Arrow Air, Inc.*, 85 B.R. at 886 (Bankr. S.D. Fla. 1988); and *see In re: Rothstein Rosenfeldt Adler, P.A.*, 2010 Bankr. LEXIS 3001 (S.D. Fla. 2010).

20. The Eleventh Circuit, in *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549, provided additional guidance regarding whether a settlement should be approved and established a four-part test:

- i. The probability of success in litigation;
- ii. The difficulties, if any, to be encountered in the matter of collection;
- iii. The complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and
- iv. The paramount interest of the creditors and a proper deference to their reasonable views in the premises.

21. An analysis of each *Justice Oaks* factor supports approval of the Settlement:

- i. The probability of success in litigation. The Debtor faces an uncertain probability of success in the anticipated litigation against RS Lending. If no compromise is reached, RS Lending will no doubt sue the Debtor for fraudulent misrepresentation, reformation of the mortgages, and perhaps other torts and breaches of contract. Even if the Debtor succeeded in defending against RS Lending’s anticipated claims for relief, RS Lending’s claims against the Debtor have continued to grow post-petition, and the Debtor

currently has virtually no chance of confirming a Chapter 11 plan over RS Lending's objection.

- ii. The difficulties, if any, to be encountered in the matter of collection. Because the matters resolved in this Settlement primarily involve RS Lending seeking relief against the Debtor, this factor is largely inapplicable.
- iii. The complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it. The issues raised by the anticipated litigation with RS Lending are complex and involve complicated choice of law issues, as well as issues regarding the operation of land trusts, reformation of instruments based on mutual mistake and the like. These issues would be time consuming to litigate, which would result in the Debtor's estate incurring significant administrative expenses.
- iv. The paramount interest of the creditors and a proper deference to their reasonable views in the premises. The paramount interest of the creditors and a proper deference to their reasonable views in the premises will be furthered by approval of the Settlement, without any further risk, expense or delay to the bankruptcy estate. The Settlement is with the primary creditor and there are very few other creditors, and the ones who do exist likely will only have the possibility of payment enhanced. As set forth in the cases cited in paragraph 10 above, there is case law supporting the outcome provided for in the Settlement.

22. In summary, the Debtor believes the Settlement is in the best interest of the estate and its creditors because it will stop the accrual of legal fees related to litigation over the Property and reduce the number and amount of creditor claims against the estate, which could result in a higher return to the estate's other creditors.

WHEREFORE, Ingersoll Financial, LLC, respectfully requests that the Court enter an order granting this Motion, approving the Settlement Agreement attached hereto as Exhibit "A," and granting all other relief that is appropriate under the circumstances.

RESPECTFULLY SUBMITTED on this 6th day of June, 2018.

/s/ Frank M. Wolff
Frank M. Wolff
Fla. Bar No. 319521
Frank Martin Wolff, P.A.
19 E. Central Blvd.
Orlando, FL 32801
Telephone (407) 982-4448
Facsimile (407) 386-3364
Email: fwolff@fwolfflaw.com

Attorneys for Debtor

CERTIFICATE OF SERVICE

I certify that a copy of this motion with attachments has been served on June 6, 2018: (i) on all filing users through the CM/ECF filing system; and (ii) by first class United States mail to non-CM/ECF users on the mailing matrix attached to the original of this document filed with the court.

/s/ Frank M. Wolff
Frank M. Wolff

COMPROMISE AND SETTLEMENT AGREEMENT

This Compromise and Settlement Agreement (this “Agreement”), is made and entered into as of May __, 2018, by and among (a) Ingersoll Financial, LLC, a Florida limited liability company (the “Debtor”), (b) Keith R. Ingersoll (“Keith”), (c) Ingersoll Financial Midland Land Trust (the “Land Trust”) and (d) RS Lending Inc. (“RS”). The Debtor, Keith, Land Trust and RS are sometimes referred to hereafter collectively as the “Parties” or each individually as a “Party.”

RECITALS

This Agreement is entered into with reference to the following facts:

A. On November 7, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code which remains pending as Case Number 6:17-bk-07077-KSJ in the United States Bankruptcy Court for the Middle District of Florida, (the “Bankruptcy Case”). The Debtor continues to manage and operate its business as Debtor-in-Possession pursuant to 11 U.S.C. §§ 1107 and 1108.

B. The Debtor asserts that on or about August 11, 2016, a Purchase Agreement was entered into with BJ Home Services, Inc. (“BJ”) for the Debtor to acquire from BJ 250 houses for \$7,500,000, that the funds from Loan 1 and Loan 2 (as defined below) were used by the Debtor to fund the acquisition of the 250 houses, and that the Purchase Agreement mistakenly named the Land Trust, rather than the Debtor, as the Purchaser.

C. On or about August 25, 2016, the Debtor borrowed \$2,625,000 from RS (“Loan 1”) to purchase from BJ the 123 parcels of real property set forth on Exhibit A to this Agreement (“Loan 1 Properties”). Loan 1 is evidenced by a Commercial Interest-Only Promissory Note dated August 25, 2016 and other loan documents, as modified from time to time (collectively, the Loan 1 Documents”).

D. Loan 1 is secured by mortgages or deeds of trust on the Loan 1 Properties.

E. On or about September 20, 2016, the Debtor borrowed \$2,479,750 from RS (“Loan 2”) to purchase from BJ the 127 parcels of real property set forth on Exhibit B to this Agreement (“Loan 2 Properties” and, collectively with the Loan 1 Properties, the “Properties”). Loan 2 is evidenced by a Commercial Interest-Only Promissory Note dated September 20, 2016 and other loan documents, as modified from time to time (collectively, the Loan 2 Documents” and, collectively with the Loan 1 Documents, the “Loan Documents”).

F. Loan 2 is secured by mortgages, security deeds, or deeds of trust on the Loan 2 Properties.

G. The Debtor’s obligations to RS under both Loan 1 and Loan 2 are personally guaranteed by Keith (“Guarantee”).

H. Due to errors in the closing of the purchase of Properties from BJ, instead of being transferred into the name of the Debtor, some of the Properties were transferred into the name of the Land Trust; and some of the Properties were not owned by BJ and, as a result, were

not transferred at all. The Debtor, the Land Trust, Keith and RS all agree that to the extent Properties owned by BJ were transferred into the name of the Land Trust rather than the Debtor, there was a mutual mistake, the deeds should be reformed to reflect the Debtor is the transferee, and RS is entitled to an equitable mortgage on each such Property in the same scope, extent and priority as if the mortgages to secure Loan 1 and Loan 2 were properly executed by and recorded against the owner of the Property. *See Deutsche Bank Nat'l Trust Co. v. Dolci*, 2012 Ill. App. Unpubl. LEXIS 1555 (2012). The Debtor, the Land Trust, and Keith all agree that even without such a reformation, it was intended that the Debtor hold the only beneficial interest in the Land Trust, so therefore any property titled in the Land Trust is property of the Debtor's bankruptcy estate. *See In re Ameriswiss Associates*, 148 B.R. 349, 351 (Bankr. S.D. Fla. 1992) (holding "the beneficiary of a [Florida] land trust is the 'equitable owner of real property' within the meaning of the [Bankruptcy Code]" such that if the beneficiary is a debtor, the res of the trust is property of the debtor's bankruptcy estate); *In re Chardon, LLC*, 519 B.R. 211, 217-19 (Bankr. N.D. Ill. 2014) (same outcome with respect to Illinois land trust); *In re Stowell*, 232 B.R. 823, 825-26 (Bankr. N.D.N.Y. 1998) (same outcome with respect to New York land trust); *In re Langley*, 30 B.R. 595, 598-600 (Bankr. N.D. Ind. 1983) (same outcome with respect to Indiana land trust).

I. On February 23, 2018, RS timely filed a proof of claim in the Bankruptcy Case asserting a secured claim with respect to Loan 1 as of the Petition Date in the amount of \$2,875,863.96 ("RS Claim No. 16").

J. Also on February 23, 2018, RS timely filed a proof of claim in the Bankruptcy Case asserting a secured claim with respect to Loan 2 as of the Petition Date in the amount of \$2,696,489.15 ("RS Claim No. 17" and, collectively with RS Claim No. 16, the "RS Claims").

K. On July 27, 2017, RS filed a state court action against the Debtor and Keith in the San Francisco County Superior Court, Case No. CGC 17-560435, asserting breach of contract and common counts claims for Debtor's failure to make payments due under Loan 1 and Loan 2 and for judgment against Keith on his personal Guarantee (the "RS State Court Action"). The RS State Court Action remains pending, although further action against the Debtor (but not against Keith) is currently stayed by the Bankruptcy Case.

L. After extensive negotiations and discussions, the Parties have reached a conditional agreement to cooperate to address title issues with the Properties, to cooperate in the liquidation of the Properties through the Bankruptcy Case (the "Sale") pursuant to a motion to sell and a proposed plan of liquidation, to acknowledge the validity of the mortgages securing the RS Claims and to pay to RS the net proceeds of the Sale of the Properties.

M. The process for seeking and obtaining bankruptcy court confirmation of the Plan is anticipated to take a number of weeks and the Parties seek to memorialize the terms of their compromises and agreement before completion of that process.

NOW, THEREFORE, in consideration of the agreements, conditions, promises and warranties set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party intending to be legally bound hereby, agrees as follows:

AGREEMENT

ARTICLE I

Settlement, Compromise and Required Plan and Sale Provisions

Section 1.01. Approval of Compromise. Subject to the provisions of Article II of this Agreement, the settlement is conditioned upon entry of an order approving this Agreement in the Bankruptcy Case. Promptly after execution of this Agreement, the Debtor shall file and diligently prosecute a motion seeking approval of this Agreement under Federal Rule of Bankruptcy Procedure 9019 (the “9019 Motion”). Keith and the Land Trust agree to support the 9019 Motion.

Section 1.02. Corrective Deeds. The Debtor, Keith and the Land Trust shall arrange for substitute corrective deeds conveying title to each of the Properties from BJ to the Debtor, and as necessary from Kaja Holdings II LLC (“Kaja”) to the Debtor, as soon as possible to be held in the Sale escrow.

Section 1.03. Title in Name of Debtor and Other Action to Correct Title. The Land Trust and Keith shall sign and deliver to escrow as soon as possible any deeds required by the title and escrow company to confirm title in the name of the Debtor. Further, the Debtor, the Land Trust, and Keith shall execute such documents and take such other steps as may be reasonably required to put title to the Properties in a condition where a court-approved transfer from the Debtor to a buyer will be insurable.

Section 1.04. Sale of the Properties. The Debtor and RS shall cooperate in the Sale. To this end:

(a) The Debtor has selected Braunco Inc. as the agent to sell the Properties (the “Broker”) and has obtained an order granting the application to employ the Broker.

(b) The Debtor has selected BCHH, Inc. to provide third-party search, title curative, and closing and escrow services for the Sale of the Properties (“Escrow Agency”) and has obtained an order granting the application to employ the Escrow Agency.

(c) Promptly after execution of this Agreement, the Debtor shall file and diligently prosecute a motion, in form and substance reasonably acceptable to RS, to approve the proposed Sale and related sale procedures (“Sale Motion”). Keith and the Land Trust shall support the Sale Motion. The Sale Motion shall include the following key provisions:

(i) Sale of the Properties (less any Properties which Escrow Agency or Broker advise not be included in the sale due to title or marketability issues) under a bankruptcy court authorized section 363(f) sale free and clear of all liens, interests and encumbrances.

(ii) All gross proceeds of the sale shall be distributed by the Escrow Agency from escrow in the following order:

(1) First, to pay the following:

(A) Broker's fees as allowed by the court;

(B) Title and escrow fees and costs borne by the seller under the sales agreements and as allowed by the court;

(C) Payoff of any allowed senior claims secured by the property sold, including but not limited to prorated ad valorem property taxes;

(D) Allowed administrative expenses of the estate under sections 507(a)(2) and 503(b) of the Bankruptcy Code that have not been paid by the Debtor's principal prior to the sale, but only to the extent such administrative expenses could have been surcharged against RS under the standards of section 506(c) of the Bankruptcy Code; and

(E) Funding of a reserve equal to ten percent of the gross proceeds of the sale for Allowed Administrative Expenses related to the administration of the Proofs of Claims and Interests asserted against the sale proceeds (the "Claims Administration Reserve").

(2) Second, to be placed into a separate account, sufficient funds to provide for any disputed senior lien, claim or interest secured by property sold free and clear of such senior claim, lien or interest, with such disputed claim, lien or interest to attach to respective sale proceeds for the property against which the disputed senior lien, claim or interest is asserted ("Disputed Lien Claim Reserve Account"). The funds remaining after payment of (1) and (2) above shall be considered "Net Sale Proceeds."

(3) Third, Net Sale Proceeds shall be distributed at the close of escrow to RS Lending for application to the RS Claims and, if all allowed claims are paid or provided for, to the Debtor. To the extent funds are released from the Disputed Lien Claim Reserve Account or from the Claims Administration Reserve and become Net Sale Proceeds, such funds shall be distributed to RS (or to the Debtor if all claims have been paid in full) within fifteen (15) calendar days after entry of a final order releasing such funds from the Disputed Lien Claim Reserve Account or the Claims Administration Reserve, unless such final order is stayed.

(4) After the claims in paragraphs (1) through (3) are paid in full, any remaining gross proceeds will be paid to the Debtor.

Section 1.05. Consensual Plan of Liquidation. Before or promptly after approval of this Agreement, the Debtor shall file and diligently seek confirmation of a plan of liquidation

(the "Plan") calling for the Sale of the Properties. The Debtor shall use its best effort to obtain, and Keith and the Land Trust shall support, confirmation of the Plan as soon as possible, and no later than July 27, 2018, or such later date as RS may agree to in writing. The Debtor and Keith shall cause the Plan to provide for the following key provisions and to conform with this Agreement, and as long as it does so RS will support confirmation of such Plan:

(a) No later than the effective date of the Plan, the corrective deeds to the Properties shall be released and recorded in the appropriate public records.

(b) Legal recognition that the Properties are property of the bankruptcy estate and subject to the jurisdiction of the bankruptcy court.

(c) Legal recognition of the validity and priority of the RS mortgages on the Properties.

(d) Sale of the Properties under a bankruptcy court authorized 363(f) sale free and clear of all liens, interests and encumbrances consistent with the Sale Motion and the key provisions to be included in the Sale Motion as provided in this Agreement.

(e) Upon the written request of RS, transfer and assignment to RS by the Debtor, Keith and the Land Trust of any and all claims and other rights to recovery against Standard Title Agency, LLC and against any affiliate or entity working in concert with Standard Title Agency, LLC. Any net proceeds or recoveries on these claims, after payment of RS's attorneys' fees and costs, shall be applied and credited to the allowed RS Claims and shall be used to calculate the amount RS has received for purposes of determining whether RS has met the Guarantor Release Minimum as set forth in Section 1.07, below, and, if not, to reduce the Judgment as provided for in that Section.

Notwithstanding anything contained in this Agreement, this Agreement is not, and shall not be deemed to be, a solicitation of votes for the acceptance of the Plan pursuant to section 1125 of the Bankruptcy Code or a solicitation of votes for the rejection of any alternative chapter 11 plan. Acceptance of the Plan will not be solicited until authorized by order of the bankruptcy court.

Section 1.06. Allowance of RS Claims. The RS Claims shall be allowed as filed as secured claims against the Properties and the Debtor. The RS Claims as of the Petition Date total \$5,572,353.11, including principal, interest, late charges, default interest, legal fees and expenses, and payoff processing fee as of that date. The RS Claim will include further interest charges, fees and legal fees and expenses accrued post-petition, as provided in the Loan Documents. Notwithstanding any payment of the Guarantor Release Minimum and the subsequent release of Keith from the Guarantee and the Judgment as provided in Section 1.07 below, RS shall retain its claim against the Debtor until paid in full. To the extent the liquidation of the Properties is complete, or further liquidation efforts determined by RS not to be cost-effective, any remaining amounts due on the RS Claims shall be treated as allowed unsecured claims.

Section 1.07. Stipulation for Judgment in the RS State Court Action. Contemporaneously with the execution of this Agreement, Keith and RS shall execute a Stipulation for Immediate Entry of Judgment in the RS State Court Action in the form attached

as Exhibit C to this Agreement (“Stipulation”) based on the Guarantee. As of the date this Agreement is approved by order of the bankruptcy court, the Stipulation shall permit judgment to be entered against Keith in the RS State Court Action in the amount set forth in the Stipulation (“Judgment”). Upon entry of the Judgment, RS may have sister state judgments entered and recorded and RS may file judgment liens, but not enforce any judgment liens pending completion of the liquidation of the Properties; *provided, however*, that if (i) the liquidation of the Properties, plus net proceeds or recoveries on claims assigned by Keith, the Land Trust, or Debtor to RS, plus any payments made directly by Keith, the Land Trust or Debtor to RS results in net payments to RS of not less than \$4,000,000 (the “Guarantor Release Minimum”) and the Debtor, Keith and the Land Trust have fully complied with this Agreement and the Plan, then the Judgment (but not the claims of RS against the Debtor or others) shall be deemed satisfied, or (ii) on completion of liquidation of the Properties (or a determination by RS in its complete discretion that further liquidation of the Properties is not economically cost-effective) (the “Completion Event”), and on condition that the Debtor, Keith and the Land Trust have complied fully with this Agreement and the Plan, and the Guarantor Release Minimum has not been reached, then the Judgment shall be amended by Plaintiff within ten (10) business days after the Completion Event to the amount equal to the difference between the net amount paid to RS from the liquidation of the Properties and the Guarantor Release Minimum; otherwise, the Judgment shall remain in the full amount, less only the Net Sale Proceeds and any other payments actually paid to RS from the liquidation of the Properties or by Keith or the Debtor for application to the Judgment.

Section 1.08. Provision for Rents. Rents from the Properties, if any, shall be held by the Debtor in a segregated account and, upon request of RS, paid to RS and shall be used to calculate the amount RS has received for purposes of determining whether RS has met the Guarantor Release Minimum as set forth in Section 1.07, above, and, if not, to reduce the Judgment as provided for in that section.

ARTICLE II

Conditions/Effective Date

Section 2.01. Certain Provisions Effective Immediately Upon Execution. This Agreement shall be immediately effective upon execution as to the obligations of the Debtor, Keith and/or the Land Trust (a) under Section 1.01 (to seek and support approval of this Agreement), (b) under Section 1.02 (to arrange for corrective deeds from BJ and from Kaja), (c) under Section 1.04(c) (to file, prosecute and support the Sale Motion), (d) under Section 1.05 (to file and support confirmation of a Plan containing the designated provisions), and (e) under Section 1.07 (of Keith to execute and deliver a Stipulation for Entry of Judgment).

Section 2.02. Remainder Effective. The remaining provisions of this Agreement shall become effective, subject to Section 2.03, on entry of the order approving the 9019 Motion (“Effective Date”).

Section 2.03. Condition to Obligations of RS. No obligations of RS shall arise under this Agreement unless and until Keith has provided RS with a personal financial statement prepared in accordance with standard financial practices and certified as accurate and RS finds

satisfactory in its sole and absolute discretion, or RS has waived such condition precedent in writing.

ARTICLE III

Representations, Warranties and Covenants

Section 3.01. Representations and Warranties of Each Party. In order to induce the other Party to enter into and perform its obligations under this Agreement, each Party makes the following representations and warranties, solely with respect to itself, to each of the other Parties:

(a) **Authority.** (1) Each Party has the power and authority to execute, deliver and perform its obligations under this Agreement; and (2) the execution, delivery and performance by such Party of this Agreement has been duly authorized by all necessary action on the part of such Party.

(b) **Validity.** This Agreement has been duly executed and delivered by each Party and constitutes the legal, valid and binding agreement of each Party.

(c) **No Reliance.** Each Party has been represented and advised or had the opportunity to be represented and advised by its attorneys in connection with this Agreement and has independently and without reliance upon any other Party or any officer, employee, agent or representative thereof, and based on such information as each Party has deemed appropriate, made its own analysis and decision to enter into this Agreement and each Party acknowledges that it has entered into this Agreement voluntarily and of its own choice and not under coercion or duress.

Section 3.02. Acknowledgments. THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN, ARE THE PRODUCT OF NEGOTIATIONS BETWEEN THE PARTIES AND THEIR RESPECTIVE REPRESENTATIVES. EACH PARTY HEREBY ACKNOWLEDGES THAT THIS AGREEMENT IS NOT AND SHALL NOT BE DEEMED TO BE A SOLICITATION OF VOTES FOR THE ACCEPTANCE OF THE PLAN OR REJECTION OF ANY OTHER CHAPTER 11 PLAN FOR PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR OTHERWISE. THE DEBTOR WILL NOT SOLICIT ACCEPTANCES OF THE PLAN FROM ANY PERSON OR ENTITY UNTIL THE PERSON OR ENTITY HAS BEEN PROVIDED WITH A COPY OF THE DISCLOSURE STATEMENT APPROVED BY THE BANKRUPTCY COURT. NOTHING IN THIS AGREEMENT SHALL REQUIRE ANY PARTY TO TAKE ANY ACTION PROHIBITED BY THE BANKRUPTCY CODE, THE SECURITIES ACT OF 1933 (AS AMENDED), THE SECURITIES EXCHANGE ACT OF 1934 (AS AMENDED), ANY RULE OR REGULATIONS PROMULGATED THEREUNDER, OR BY ANY OTHER APPLICABLE LAW OR REGULATION OR BY AN ORDER OR DIRECTION OF ANY COURT OR ANY STATE OR FEDERAL GOVERNMENTAL AUTHORITY.

ARTICLE IV Termination

Section 4.01. RS's Right to Terminate. RS shall have the right, at its election, to terminate this Agreement by written notice to the other Parties if there is a breach, in any material respect, of any performance by any other Party under Article I hereof, and, in either case, such other Party shall fail to cure such breach within ten (10) days following receipt of written notice of such breach from RS. Termination shall not relieve the other Parties from liability for any damages or other claims for relief caused by their breach.

ARTICLE V Miscellaneous

Section 5.01. Entire Agreement. This Agreement constitutes the entire and only agreement of the Parties concerning the subject matter hereof. This Agreement supersedes and replaces any and all prior or contemporaneous verbal or written agreements between the Parties concerning the subject matter hereof. The Parties acknowledge that this Agreement is not being executed in reliance on any verbal or written agreement, promise or representation not contained herein.

Section 5.02. No Oral Modifications. This Agreement may not be modified or amended orally. This Agreement only may be modified or amended by a writing signed by a duly authorized representative of each Party hereto. Any waiver of compliance with any term or provision of this Agreement on the part of either Party must be provided in a writing signed by the other Party. No waiver of any breach of any term or provision of this Agreement shall be construed as a waiver of any subsequent breach.

Section 5.03. Participation in Chapter 11 Case. Nothing in this Agreement shall limit in any way the right of any Party to participate in the Bankruptcy Case; *provided* that such participation does not violate and is not inconsistent with the terms of this Agreement. If the transactions contemplated by this Agreement or in the Plan are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights.

Section 5.04. Binding Effect; Successor and Assigns; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns; *provided, however*, that no Party may assign its rights or obligations under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed, and any assignment not in accordance with the terms hereof shall be null and void ab initio. No one other than the Parties is intended as a beneficiary of this Agreement and may not enforce any of its terms. Without limiting the generality of the forgoing, each provision that benefits RS may be waived by RS and the waiver or consent of no other entity shall be required.

Section 5.05. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one


agreement. The signatures of each of the Parties need not appear on the same counterpart. A facsimile or imaged copy of any signature shall be as valid as the original.

Section 5.06. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties hereto. Upon any determination that any term or other provision is invalid, illegal, or incapable of being enforced, each party hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of this Agreement as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 5.07. Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and Federal Bankruptcy Laws to the extent applicable, without giving effect to its conflicts of law principles. Any right to trial by jury with respect to any lawsuit, claim or other proceeding arising out of or under this Agreement is expressly and irrevocably waived. Any suit, action or proceeding against any Party or any of their respective assets arising out of or under this Agreement shall be brought in the bankruptcy court, and each Party hereby irrevocably and unconditionally submits and consents to the exclusive jurisdiction of such court over the subject matter of any such suit, action, proceeding, dispute or controversy arising from or under this Agreement.

IN WITNESS WHEREOF, each Party by his or its duly authorized representative has executed this Agreement as of the date first written above:

**INGERSOLL FINANCIAL, LLC, a Florida
limited liability company**

By: 
Name: Keith R. Ingersoll
Title: Manager

**INGERSOLL FINANCIAL MIDLAND LAND
TRUST, a Florida land trust**

By: 
Name: Keith R. Ingersoll
Title: Trustee


Keith R. Ingersoll, individually

RS LENDING, INC., a Delaware corporation

By: _____
Name: Christopher Holden
Title: Director of Asset Management

Exhibit A

LIST OF PROPERTIES SECURING LOAN 1

Deeds of Trust and Mortgages granted as security for Promissory Note dated 8/25/16

No.	Instrument	Address of Property
1	Mortgage	136 Lee Road 207 Lot 9, Phenix City, AL
2	Mortgage	208 Gardendale Dr., Montgomery, AL
3	Mortgage	256 Wooley Road, Hanceville, AL
4	Mortgage	295 3 rd Street SW, Ashland, AL
5	Mortgage	629 Warwick Dr., Montgomery, AL
6	Mortgage	907 N. 13 th Street, Lanett, AL
7	Mortgage	1603 14 th Ave., Phenix City, AL
8	Mortgage	1709 Maglee Ave., Mobile, AL
9	Mortgage	2443 County Road 37, Billingsley, AL
10	Mortgage	2801 Country Court, Montgomery, AL
11	Mortgage	4309 9 th Ave., Birmingham, AL
12	Mortgage	111 Poston Road, Jacksonville, AR
13	Mortgage	557 Sunshine Street, Waldron, AR
14	Mortgage	900 Webster St., Blytheville, AR
15	Mortgage	2625 Claud Road, White Hall, AR
16	Mortgage	3124 Elam Street, Little Rock, AR
17	Mortgage	4246 Sheldon Place, New Port Richey, FL
18	Mortgage	8603 Fancy Finch Drive, Unit 104, Tampa, FL
19	Mortgage	19940 SW 109 th Place, Dunnellon, FL
20	Deed of Trust	358 7 th Ave., Dawson, GA
21	Deed of Trust	427 W. Monroe Street, Thomasville, GA
22	Mortgage	217 S. 1 st Street, Laurens, IA
23	Mortgage	625 3 rd Ave., S., Clinton, IA
24	Mortgage	23 S 16 th Street, Belleville, IL
25	Mortgage	305 Meredocia Street, Madison, IL
26	Mortgage	354 E Fulton Street, Paxton, IL
27	Mortgage	605 W 9 th Street, Johnston City, IL
28	Mortgage	617 Abend Street, Belleville, IL
29	Mortgage	713 South Walnut Street, Sesser, IL
30	Mortgage	919 E Glenview Drive, Tuscola, IL
31	Mortgage	1217 E 5 th Street, Alton, IL
32	Mortgage	1544 N. College Street, Decatur, IL
33	Mortgage	1638 N 48 th Street, East Saint Louis, IL
34	Mortgage	33 N. Hillside Dr., North Manchester, IN
35	Mortgage	41 Heltonville Rd., Heltonville, IN
36	Mortgage	412 Tyler St., Gary, IN
37	Mortgage	413 N 921 W., Fowler, IN
38	Mortgage	415 W. Franklin, Hartford City, IN
39	Mortgage	606 W. Main, Chesterfield, IN
40	Mortgage	708 Vermont St., Gary, IN

41	Mortgage	758 N. Spring St., Wabash, IN
42	Mortgage	842 S. Bendix, South Bend, IN
43	Mortgage	937 N. Oxford St., Indianapolis, IN
44	Mortgage	964 Hobart Street, Gary, IN
45	Mortgage	1108 Bancroft Ave., Rochester, IN
46	Mortgage	1912 Maryland St., Gary, IN
47	Mortgage	2810 E 34 th St., Indianapolis, IN
48	Mortgage	3423 N. Sherman Dr., Indianapolis, IN
49	Mortgage	4120 Adams Street, Gary, IN
50	Mortgage	4608 Miller Lane, Gary, IN
51	Mortgage	4640 Delaware St., Gary, IN
52	Mortgage	13424 Harber Rd., IN
53	Mortgage	1168 Harless Creek Rd., Regina, KY
54	Deed of Trust	236 Columbia St., Cumerland, MD
55	Deed of Trust	300 S. Augusta Ave., Baltimore, MD
56	Deed of Trust	536 Elk Mills Road, Elk Mills, MD
57	Deed of Trust	2418 E. Oliver St., Baltimore, MD
58	Deed of Trust	2616 Orleans St., Baltimore, MD
59	Mortgage	62 Bidwell Street W., Battle Creek, MI
60	Mortgage	234 Allen Ave., Muskegon, MI
61	Mortgage	611 West 2 nd Street, Pinconning, MI
62	Mortgage	707 South Orchard St., Clinton, MI
63	Mortgage	1021 Haven St., Mount Morris, MI
64	Mortgage	1946 Hosler Street, Flint, MI
65	Mortgage	2002 Dakota Ave., Flint, MI
66	Mortgage	2049 Stanford Ave., Flint, MI
67	Mortgage	2618 Wolcott St., Flint, MI
68	Mortgage	3350 Dixie Court, Saginaw, MI
69	Mortgage	3411 Brownell Blvd., Flint, MI
70	Mortgage	12667 Mansfield St., Detroit, MI
71	Mortgage	14429 Mapleridge St., Detroit, MI
72	Mortgage	16934 Lilac St., Detroit, MI
73	Mortgage	18545 Trinity Street, Detroit, MI
74	Mortgage	19516 Westbrook Street, Detroit, MI
75	Deed of Trust	534 South Hardy Ave., Independence, MO
76	Deed of Trust	1736 Crystal Court, St. Louis, MO
77	Deed of Trust	2019 Montgall Ave., Kansas City, MO
78	Deed of Trust	3411 E 36 th Street, Kansas City, MO
79	Deed of Trust	4912 Arlington Ave., St. Louis, MO
80	Deed of Trust	6833 Bales Ave., Kansas City, MO
81	Deed of Trust	147 Louisiana Ave., Jackson, MS
82	Deed of Trust	237 Sewanee Dr., Jackson, MS
83	Deed of Trust	363 Lamar Street, Durant, MS
84	Deed of Trust	514 West Hillsdale Dr., Jackson, MS
85	Deed of Trust	306 Buchanan Lane, Burnesville, NC

86	Deed of Trust	316 Bonner Bridge Rd., Aulander, NC
87	Deed of Trust	602 Delview Road, Cherryville, NC
88	Deed of Trust	1202 Montlieu Ave., High Point, NC
89	Mortgage	75 Woodrow St., Hamilton, OH
90	Mortgage	549 Cameron Ave., Youngstown, OH
91	Mortgage	728 Whitmore Ave., Dayton, OH
92	Mortgage	924 East 129 th St., Cleveland, OH
93	Mortgage	1021 Wyoming St., Dayton, OH
94	Mortgage	1060 Olmstead Ave., Columbus, OH
95	Mortgage	1144 Washington Ave., Lorain, OH
96	Mortgage	1260 E 59 th St., Cleveland, OH
97	Mortgage	1317 Wellesley Ave., Steubenville, OH
98	Mortgage	1319 East 91 st St., Cleveland, OH
99	Mortgage	1404 Andrus St., Akron, OH
100	Mortgage	1729 Rosedale Ave., East Cleveland, OH
101	Mortgage	1803 S. Ridge Rd., Ashtabula Twp., OH
102	Mortgage	2160 SW 11 th , Akron, OH
103	Mortgage	3128 Firnley Ave., Youngstown, OH
104	Mortgage	3332 East 128 th St., Cleveland, OH
105	Mortgage	3378 East 132 St., Cleveland, OH
106	Mortgage	3471 Watson Marshall Rd., McDonald, OH
107	Mortgage	3608 Risher Rd., Youngstown, OH
108	Mortgage	5737 Liberty Hill Rd., Chillicothe, OH
109	Mortgage	6303 US Route 35 E., West Alexandria, OH
110	Mortgage	2429 Cox City Rd., Rush Springs, OK
111	Mortgage	410 Knox Ave., Monessen, PA
112	Mortgage	7268 Long Pine Dr., Tobyhanna, PA
113	Deed of Trust	255 Howeland Circle, Danville, VA
114	Mortgage	1116 13 th St., Racine, WI
115	Mortgage	3046 N 7 th St., Milwaukee, WI
116	Mortgage	7835 336 th Ave., Burlington, WI
117	Mortgage	8457 Cochise Rd., Fremont, WI
118	Deed of Trust	136 James St., St. Albans, WV
119	Deed of Trust	180 N. Main Street, Keyser, WV
120	Deed of Trust	449 Church St., Grant Town, WV
121	Deed of Trust	1612 North 16 th St., Clarksburg, WV
122	Deed of Trust	2301 Pleasant Ave., Wellsburg, WV
123	Deed of Trust	923 Cedar Street, Kemmerer, WY

Exhibit B

LIST OF PROPERTIES SECURING LOAN 2

Deeds of Trust and Mortgages granted as security for Promissory Note dated 9/20/16

No.	Instrument	Address of Property
1	Mortgage	828 Overton Ave, Tarrant, AL
2	Mortgage	1312 Princeton Ave SW, Birmingham, AL
3	Mortgage	1656 50 th Street Ensley, Birmingham, AL
4	Mortgage	3257 Dogwood Road, Mobile, AL
5	Mortgage	3700 Raceway Parkway, Mount Olive, AL
6	Mortgage	5409 Court H, Birmingham, AL
7	Mortgage	7016 2 nd Avenue South, Birmingham, AL
8	Mortgage	7804 8 th Avenue South, Birmingham, AL
9	Mortgage	17415 Highway 55, Sterrett, AL
10	Mortgage	55 Valley Heart Drive, Highland, AR
11	Mortgage	1509 West 23 rd Avenue, Pine Bluff, AR
12	Mortgage	2005 Abigail Street, Little Rock, AR
13	Mortgage	4011 West 11 th Street, Pine Bluff, AR
14	Security Deed	255 Friendship Circle, Fort Valley, GA
15	Security Deed	485 Carlyene Drive, Midway, GA
16	Security Deed	2443 Elm Drive, Columbus, GA
17	Mortgage	307 4 th Avenue, Earling, IA
18	Mortgage	800 Colver Street, Muscatine, IA
19	Mortgage	918 West 14 th Street, Davenport, IA
20	Mortgage	254 East 136 th Street, Chicago, IL
21	Mortgage	316 North Horn Street, West Frankfort, IL
22	Mortgage	1508 Park Lane, Ford Heights, IL
23	Mortgage	1511 7 th Street, Rock Island, IL
24	Mortgage	3919 West Grenshaw Street, Chicago, IL
25	Mortgage	5949 South Union Avenue, Chicago, IL
26	Mortgage	6525 South Marshfield Avenue, Chicago, IL
27	Mortgage	6948 Carpenter Street, Chicago, IL
28	Mortgage	8345 South Baltimore Ave., Chicago, IL
29	Mortgage	455 West Hendricks Street, Shelbyville, IN
30	Mortgage	602 Mississippi Street, Gary, IN
31	Mortgage	606 Dundee Street, South Bend, IN
32	Mortgage	805 Leland Avenue, South Bend, IN
33	Mortgage	830 East 26 th Street, Marion, IN
34	Mortgage	1326 North Ewing Street, Indianapolis, IN
35	Mortgage	1619 West 6 th Street, Anderson, IN
36	Mortgage	1929 Roosevelt Place, Gary, IN
37	Mortgage	1976 Massachusetts Street, Gary, IN
38	Mortgage	2652 Buchanan Street, Gary, IN
39	Mortgage	2749 Jackson Street, Gary, IN
40	Mortgage	3801 Pennsylvania Street, Gary, IN

41	Mortgage	3861 Polk Street, Gary, IN
42	Mortgage	4456 Pennsylvania Street, Gary, IN
43	Mortgage	4630 East 10 th Avenue, Gary, IN
44	Mortgage	4832 West 11 th Avenue, Gary, IN
45	Mortgage	323 North 20 th Street, Louisville, KY
46	Mortgage	126 Billedeau Drive, Pineville, LA
47	Mortgage	12670 Carroll Drive, Amite, LA
48	Mortgage	57758 Grove Road, Plaquemine, LA
49	Mortgage	72381 Dahlia Street, Covington, LA
50	Deed of Trust	113 Franklin Street, Hancock, MD
51	Deed of Trust	2916 West Lafayette Avenue, Baltimore, MD
52	Mortgage	34 Maple Terrace, Battle Creek, MI
53	Mortgage	99 Clay Street, Battle Creek, MI
54	Mortgage	204 Beulah Avenue, Battle Creek, MI
55	Mortgage	335 Norman Street, Caro, MI
56	Mortgage	475 South State Road, Otisville, MI
57	Mortgage	598 Broadway Avenue, Benton Harbor, MI
58	Mortgage	1047 North Wood Street, Muskegon, MI
59	Mortgage	1501 Lake Forest Drive, Flint, MI
60	Mortgage	1735 Prospect Street, Flint, MI
61	Mortgage	2001 Mallery Street, Flint, MI
62	Mortgage	2229 Emmons Avenue, Warren, MI
63	Mortgage	2907 Mason Street, Flint, MI
64	Mortgage	2924 7 th Street, Muskegon Heights, MI
65	Mortgage	3416 Henry Street, Inkster, MI
66	Mortgage	3555 Spruce Street, Inkster, MI
67	Mortgage	3561 Allen Street, Inkster, MI
68	Mortgage	4044 Allen Street, Inkster, MI
69	Mortgage	4346 Allen Street, Inkster, MI
70	Mortgage	10585 North Lake Road, Ironwood, MI
71	Mortgage	13744 Fenelon Street, Detroit, MI
72	Mortgage	26006 Dartmouth Street, Inkster, MI
73	Mortgage	26142 Stanford Street, Inkster, MI
74	Mortgage	26200 Stanford Street, Inkster, MI
75	Mortgage	26733 Andover Street, Inkster, MI
76	Mortgage	27052 Norfolk Street, Inkster, MI
77	Mortgage	28661 Glenwood Street, Inkster, MI
78	Deed of Trust	105 Bell Street, Excelsior Springs, MO
79	Deed of Trust	1016 Central Street, Joplin, MO
80	Deed of Trust	2019 Montgall Avenue, Kansas City, MO
81	Deed of Trust	2925 Lyndhurst Avenue, St. Louis, MO
82	Deed of Trust	3118 Whittier Street, St. Louis, MO
83	Deed of Trust	4857 Palm Street, St. Louis, MO
84	Deed of Trust	4912 Arlington Ave., St. Louis, MO
85	Deed of Trust	5811 Theodore Avenue, St. Louis, MO

86	Deed of Trust	8451 Lowell Street, St. Louis, MO
87	Deed of Trust	8846 Bobb Avenue, St. Louis, MO
88	Deed of Trust	13552 East Sunrise Lake Drive, DeSoto, MO
89	Deed of Trust	13841 Apache Way, Greentop, MO
90	Deed of Trust	33212 Circle Drive, Sunrise Beach, MO
91	Deed of Trust	54 Trest Road, Heidelberg, MS
92	Deed of Trust	157 West Madison Street, Durant, MS
93	Deed of Trust	174 Road of Remembrance, Jackson, MS
94	Deed of Trust	390 Sweet Gum Bottom Road, Meridian, MS
95	Deed of Trust	504 Mitchell Street, Picayune, MS
96	Deed of Trust	603 111 th Street, Armory, MS
97	Deed of Trust	913 Winn Street, Jackson, MS
98	Deed of Trust	2522 Jefferson Street, Pascagoula, MS
99	Deed of Trust	2813 Marydale Drive, Jackson, MS
100	Deed of Trust	125 Patsy Lemons Lane, Lillington, NC
101	Deed of Trust	172 Highway 158 West, Gatesville, NC
102	Deed of Trust	411 Peru Rd, Morven, NC
103	Deed of Trust	3832 Hanford Road, Durham, NC
104	Mortgage	62 South Garfield Street, Dayton, OH
105	Mortgage	141 School Street, LaRue, OH
106	Mortgage	221 Curry Place, Youngstown, OH
107	Mortgage	250 Helen Avenue, Mansfield, OH
108	Mortgage	304 Clover Street, Dayton, OH
109	Mortgage	996-998 Main Street, Wellsville, OH
110	Mortgage	1111 West Riverview Avenue, Dayton, OH
111	Mortgage	1128 Mansion Avenue, Cincinnati, OH
112	Mortgage	1170-1172 Oakwood Ave., Columbus, OH
113	Mortgage	1216 Gilsey Avenue, Cincinnati, OH
114	Mortgage	1342 South Street Southeast, Warren, OH
115	Mortgage	2817 Northwest Merriweather Street, Warren, OH
116	Mortgage	3103 County Road N30, Edon, OH
117	Mortgage	3432 Hudson Avenue, Youngstown, OH
118	Mortgage	11405 Melba Avenue, Cleveland, OH
119	Mortgage	14612 Orinoco Avenue, Cleveland, OH
120	Mortgage	221 South Main Street, Okeene, OK
121	Deed of Trust	935 Blankenship Road, Martinsville, VA
122	Deed of Trust	2172 Jewell Ridge Rd., Richlands, VA
123	Deed of Trust	29042 US Highway 23, Big Stone Gap, VA
124	Mortgage	2854 North 28 th Street, Milwaukee, WI
125	Mortgage	2917 North 16 th Street, Milwaukee, WI
126	Deed of Trust	339 Green Valley Drive, Saint Albans, WV
127	Mortgage	713 S Walnut St., Sesser, IL

Exhibit C

STIPULATION FOR ENTRY OF JUDGMENT

1 BLAIR W. WILL, SBN 224929
2 PIONEER LAW GROUP, LLP
3 1122 S Street
4 Sacramento, CA 95811
5 Telephone: (916) 287-9500
6 Facsimile: (916) 287-9515
7 Email: blair@pioneerlawgroup.net

8 Attorneys for Plaintiff
9 RS LENDING, INC.

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN FRANCISCO**

12 RS LENDING, INC.,

13 Plaintiff,

14 vs.

15 INGERSOLL FINANCIAL, LLC, KEITH R.
16 INGERSOLL, and DOES 1-99,

17 Defendants.

Case No. CGC17-560435

**STIPULATION FOR ENTRY OF
JUDGMENT**

Date Action Filed: July 27, 2017

18 Plaintiff RS LENDING, INC. ("Plaintiff") and Defendant KEITH R. INGERSOLL
19 ("Keith") collectively referred to herein as "the Parties," hereby enter into the following
20 Stipulation for Entry of Judgment ("Stipulation") as follows:

RECITALS

21 A. On or about August 25, 2016, Ingersoll Financial, LLC (the "Debtor") borrowed
22 \$2,625,000 from Plaintiff ("Loan 1") to purchase 123 parcels of real property ("Loan 1
23 Properties"). Loan 1 is evidenced by a Commercial Interest-Only Promissory Note dated
24 August 25, 2016 and other loan documents, as modified from time to time. Loan 1 is secured by
25 mortgages or deeds of trust on the Loan 1 Properties.

26 B. On or about September 20, 2016, the Debtor borrowed \$2,479,750 from Plaintiff
27 ("Loan 2") to purchase 127 parcels of real property ("Loan 2 Properties" and, collectively with
28 the Loan 1 Properties, the "Properties"). Loan 2 is evidenced by a Commercial Interest-Only

Promissory Note dated September 20, 2016 and other loan documents, as modified from time to time. Loan 2 is secured by mortgages, security deeds, or deeds of trust on the Loan 2 Properties.

C. The Debtor's obligations to Plaintiff under both Loan 1 and Loan 2 are personally guaranteed by Keith (the "Guarantees").

D. On July 27, 2017 this action was commenced by Plaintiff against Debtor for breach of the agreements comprising Loan 1 and Loan 2, including common counts, and against Keith for breach of the Guarantees.

E. On November 7, 2017, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Bankruptcy Case") pending as Case Number 6:17-bk-07077-KSJ in the United States Bankruptcy Court for the Middle District of Florida ("Bankruptcy Court"). The Bankruptcy Case stayed this action as against the Debtor but not as against Keith.

F. Plaintiff, the Debtor, Keith and others have reached a compromise regarding many related issues and that compromise is memorized in a Settlement Agreement, a copy of which is attached as Exhibit 1. As part of the Settlement Agreement Keith is obligated to contemporaneously enter into this Stipulation with Plaintiff, allowing for entry of a judgment against Keith, partial forbearance of the judgment, and potential amendment of the judgment.

STIPULATION

1. Defendant hereby stipulates to the entry of a judgment against him in the form attached hereto as Exhibit 2 ("Judgment"), in the amount of \$6,119,308.26, calculated as follows:

Loan 1 Principal and Interest as of June 13, 2018	\$3,135,935.21
Loan 1 Attorneys Fees as of November 7, 2017	\$ 7,250.22
Loan 1 Late Charges and Other Fees	<u>\$ 14,510.49</u>
Total Loan 1	\$3,157,695.92
Loan 2 Principal and Interest as of June 13, 2018	\$2,941,063.66
Loan 2 Attorneys Fees as of November 7, 2017	\$ 6,790.61
Loan 2 Late Charges and Other Fees	<u>\$ 13,758.07</u>
Total Loan 2	\$2,961,612.34

Interest on the Judgment amount of \$6,119,308.26 shall accrue at the rate of 10% per annum simple interest, commencing on June 13, 2018.

2. Plaintiff may have the Judgment entered against Keith immediately upon entry of an order by the Bankruptcy Court approving the Settlement Agreement. The application for

entry of Judgment need only merely recite that the Bankruptcy Court order has been entered.

3. Upon entry of the Judgment, Plaintiff may have sister state judgments entered and recorded and Plaintiff may file and record judgment liens, but may not enforce any judgment liens pending completion of the liquidation of the Properties in the Bankruptcy Case; *provided, however, that:*

a. if the liquidation of the Properties and other recoveries results in net payments to Plaintiff of not less than \$4,000,000 (the “Guarantor Release Minimum”), then the Judgment (but not the claims of Plaintiff against the Debtor or others) shall be deemed satisfied; and

b. on completion of liquidation of the Properties in the Bankruptcy Case (or a determination by Plaintiff that any further liquidation efforts will not be cost-effective) and on the condition that the Debtor, Keith and the Land Trust have complied fully with the Settlement Agreement and the plan of liquidation to be confirmed as part of the Settlement Agreement (the “Plan”), and the Guarantor Release Minimum has not been reached, then the Judgment shall be amended by Plaintiff within ten (10) business days after completion of the liquidation of the Properties pursuant to the Plan to the amount equal to the difference between the net amount paid to Plaintiff from the liquidation of the Properties and the Guarantor Release Minimum.

Otherwise, the Judgment shall remain in the full amount, less only (i) Net Sale Proceeds (as defined in the Settlement Agreement) actually paid to and received by Plaintiff, (ii) Rents from the Properties as referenced in the Settlement Agreement actually paid to and received by Plaintiff, and (iii) any other payments actually received by Plaintiff for application to, and actually applied to, the Judgment.

4. Keith agrees to pay Plaintiff’s reasonable attorneys’ fees and costs in any subsequent enforcement of judgment proceedings, pursuant to California Civil Code § 1717 and California Code of Civil Procedure § 685.040.

5. Keith hereby consents to the personal jurisdiction, subject matter jurisdiction and venue of this court. Defendant agrees to execute a Notice of Acknowledgement of Receipt,

1 acknowledging service of process in this case.

2 6. Both Parties hereby waive findings of fact, conclusions of law, and a Statement of
3 Decision. In addition, Keith concedes that there is a proper basis for Plaintiff's Judgment against
4 Keith in this action.

5 7. Each Party acknowledges that it has been represented by counsel in negotiating
6 this Stipulation or has had the opportunity to seek the advice of counsel, that each of the Parties
7 has read this Stipulation and has had it fully explained to such Party by each Party's own counsel
8 and is fully aware of the contents and legal effect of this Stipulation.

9 IT IS SO STIPULATED.

10 DATED: May __, 2018 RS LENDING, INC.

11
12 By: _____
13 Name: Christopher Holden
14 Title: Director of Asset Management

15 DATED: May __, 2018 By: _____
16 KEITH R. INGERSOLL, Individually
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JUDGMENT

- Page 1 of 2

PLAINTIFF: RS Lending, Inc. DEFENDANT: Ingersoll Financial LLC, et al.	CASE NUMBER CGC17-560435
---	------------------------------------

JUDGMENT IS ENTERED AS FOLLOWS BY: ☒ THE COURT ☐ THE CLERK

4. ☒ **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a. ☒ for plaintiff (name each):

RS Lending, Inc.

and against defendant (names):

Keith R. Ingersoll

☐ Continued on Attachment 5a.

c. ☐ for cross-complainant (name each):

and against cross-defendant (name each):

☐ Continued on Attachment 5c.

b. ☐ for defendant (name each):

d. ☐ for cross-defendant (name each):

6. **Amount.**

a. ☒ Defendant named in item 5a above must pay plaintiff on the complaint:

(1)	<input checked="" type="checkbox"/> Damages	\$	5,032,221.41
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of varied %	\$	1,044,777.46
(3)	<input checked="" type="checkbox"/> Attorney fees	\$	14,040.83
(4)	<input type="checkbox"/> Costs	\$	
(5)	<input checked="" type="checkbox"/> Other (specify): Late Charges & Fees	\$	28,268.56
(6)	TOTAL	\$	6,119,308.26

c. ☐ Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input type="checkbox"/> Damages	\$	
(2)	<input type="checkbox"/> Prejudgment interest at the annual rate of %	\$	
(3)	<input type="checkbox"/> Attorney fees	\$	
(4)	<input type="checkbox"/> Costs	\$	
(5)	<input type="checkbox"/> Other (specify):	\$	
(6)	TOTAL	\$	

b. ☐ Plaintiff to receive nothing from defendant named in item 5b.
☐ Defendant named in item 5b to recover costs \$
☐ and attorney fees \$

d. ☐ Cross-complainant to receive nothing from cross-defendant named in item 5d.
☐ Cross-defendant named in item 5d to recover costs \$
☐ and attorney fees \$

7. ☒ **Other (specify):**

Interest on the Judgment amount of \$6,119,308.26 shall accrue at the rate of 10% per annum simple interest, commencing on June 13, 2018.

Date: _____

☐ _____

JUDICIAL OFFICER

Date: _____

☐ Clerk, by _____, Deputy

(SEAL)

CLERK'S CERTIFICATE (Optional)

I certify that this is a true copy of the original judgment on file in the court.

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Label Matrix for local noticing
113A-6
Case 6:17-bk-07077-KSJ
Middle District of Florida
Orlando
Tue Jun 5 16:21:49 EDT 2018

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